

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PLUMBERS' PENSION FUND, LOCAL 130, U.A.,)	
PLUMBERS' WELFARE FUND, LOCAL 130, U.A.,)	
THE TRUST FUND FOR APPRENTICE AND)	
JOURNEYMAN EDUCATION AND TRAINING,)	
LOCAL 130, U.A., PLUMBERS' RETIREMENT)	
SAVINGS PLAN FUND, LOCAL 130, U.A., and)	
CHICAGO JOURNEYMEN PLUMBERS' LOCAL)	
UNION 130, U.A., GROUP LEGAL SERVICES PLAN)	
FUND,)	
)	Case No.: 19 CV 6670
)	
Plaintiffs,)	Honorable Judge Pacold
)	
v.)	Magistrate Judge Cummings
)	
STARR PLUMBING, INC,)	
)	
Defendant.)	

MOTION FOR ORDER OF DEFAULT AND AUDIT

Plaintiffs, by and through one of their attorneys, Michael J. McGuire and Gregorio ♦ Marco, P.C., pursuant to Fed. R. Civ. P. 55, respectfully request that this Honorable Court enter an Order of Default as to liability in favor of Plaintiffs and against Defendant, STARR PLUMBING, INC., and compel the production of books and records for a fringe benefit audit. In support of this motion, Plaintiffs state as follows:

1. Plaintiffs filed this action on October 8, 2019. Defendant, Starr Plumbing, Inc. was served through the Illinois Secretary of State on November 27, 2019. A true and correct copy of the Affidavit of Compliance of Service is attached as **Exhibit 1**.
2. Defendant has failed to Answer or otherwise plead within the time frame allowed under Fed. R. Civ. P. 15.

3. At all relevant times the Defendant was bound to the terms of the Collective Bargaining Agreement (“CBA”) and Trust Agreements between it and the Chicago Journeymen Plumbers’ Local Union 130, U.A. through the executed Memorandum of Agreement. A true and correct copy of the Memorandum of Agreement is attached as **Exhibit 2**
4. Per the terms of the Trust Agreements and CBA Defendant is to periodically provide all relevant books and records to auditors designated by the Plaintiffs so that a fringe benefit compliance audit may be completed to ensure all required fringe benefit contributions are paid.
5. Despite repeated requests, Defendant failed to remit the necessary books and records to the Plaintiffs auditors or schedule a fringe benefit compliance audit for the time period of January 1, 2015 through April 1, 2019.
6. The Defendant owes the sum of \$2,395.00 for necessary and reasonable attorney fees and costs, which are collectible under the terms of the Collective Bargaining Agreements, Trust Agreements and Federal law (29U.S.C. §1132(g)(2)(b)).
(Exhibit 3) Affidavit of Michael J. McGuire.

WHEREFORE, Plaintiffs move this Honorable Court to:

- A. Enter an Order of Default against Defendant;
- B. Enter a Partial Judgment for fees against Defendant in the amount of \$2,395.00; and
- C. Order Defendant, and any party or assignee in control of the records of Starr Plumbing, Inc., to submit Starr Plumbing, Inc.’s records for a fringe benefit compliance audit for the period of January 1, 2015 through April 1, 2019.

Respectfully submitted,

**PLUMBERS' PENSION FUND LOCAL 130,
U.A., et al.**

By: /s Michael J. McGuire
One of their Attorneys

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